



AGENDA FOR THE CITY OF BARABOO PUBLIC SAFETY COMMITTEE

Members noticed must notify Committee
Chairman Wedekind at least 24 hours before
the meeting if they will not be able to attend.

Date and Time: Monday, October 28, 2019 – **1:00 P.M.**

Location: City Services Center – 450 Roundhouse Court, Baraboo, WI

Members Noticed: Phil Wedekind, Tom Kolb, Michael Plautz

Others Noticed: Administrator E. Geick, Mayor M. Palm, Police Chief M. Schauf, Fire Chief K. Stieve, Attorney E. Truman, T. Pinion, W. Peterson, T. Gilman, Ian Crammond, Bob DeMars, and Library.

1. Call to Order

- a. Note compliance with the Open Meeting Law.
- b. Roll call.
- c. Approve agenda.
- d. Approve minutes of September 30, 2019 Public Safety Committee meeting.

2. Action Items

- a. Consider proposed Agreement with Sauk County to relieve some of the parking congestion in the vicinity of the West Square Building in Downtown Baraboo.
- b. Consider proposed Water Meter Reading Agreement with the Village of West Baraboo.
- c. Consider and approve the Baraboo Fire Department's updated Apparatus Replacement Schedule.
- d. Consider revising Section 7.09(3)(f)(1) of the Traffic Code to convert the 8-hour parking stalls on the south side of 4th Avenue between Broadway and Birch Street to 2-hour stalls.
- e. Review and approval of monthly Billing Adjustments/Credits for Sewer and Water Customers for August, September, and October 2019.

3. Information Items

4. Reports

- a. Utility Superintendent's Report
- b. Street Superintendent's Report
- c. Police Chief's Report
- d. Fire Chief's Report

5. Adjournment

Phil Wedekind, Chairperson

Agenda Prepared by Donna Munz
Agenda Posted by Kris Jackson October 23, 2019

PLEASE TAKE NOTICE that any person who has a qualifying disability as defined by the Americans with Disabilities Act, that requires the meeting or materials at the meeting to be in an accessible location or format, should contact the Municipal Clerk (101 South Blvd or phone 355-2700) during regular business hours at least 48 hours before the meeting so that reasonable arrangements can be made to accommodate each request.

FOR INFORMATION ONLY, NOT TO BE PUBLISHED

MEMORANDUM

City of Baraboo

Date: October 23, 2019

To: Public Safety Committee

From: Tom Pinion

Re: Background for the October 28th mtg. **@ 1:00 pm – City Services Center**

ACTION ITEMS:

Item A. There have been ongoing discussions with Sauk County about our mutual concerns about parking congestion in downtown Baraboo and around the West Square Building, in particular. Included in the packet is a Memo from the City Administrator that provides additional background.

Item B. The Village of West Baraboo is in the process of converting their water meters to an automated remote meter reading system, very similar to the system we are currently using. The Village could replicate the infrastructure we are using but has approached the City about “sharing” our existing equipment. Staff has confirmed that our existing equipment is capable of reading all of the meters in the Village and met with our vendor to verify that our system can support both communities without compromising the security of the system or our respective data. A draft Agreement is included in the packet for your review. It represents the starting point for negotiations with the Village of West Baraboo. If such an arrangement is considered reasonable, staff is looking for authorization to proceed with negotiations with the Village and present the final Agreement for the City Council for review and approval.

Item C. The Fire Chief has recently updated the Department’s apparatus replacement schedule and the current version is included in the packet for your review and approval.

Item D. At our last meeting, parking on the south side of the 200 block of 4th Avenue was included as an informational item but was postponed since the County wanted to participate in the discussion but was unable to attend the meeting. These stalls are the only on-street stalls in downtown Baraboo that have an 8-hour time limit. It has been suggested that the time limit for these parking stalls be changed from 8 hours to 2 hours. Following is an excerpt from Chapter 7 Traffic Code:

7.09 PARKING RESTRICTIONS.

(3) LIMITED TIME PARKING.

- (f) Eight Hours. At all hours of the day, except on Saturdays, Sundays and legal holidays, no person shall park a vehicle for any longer than eight hours upon the following streets or portions thereof: (2520 5/28/2019)

1. The south side of 4th Avenue, from Broadway to Birch.

If the Committee is inclined to change the existing limitation, staff will prepare an Ordinance for the Council’s consideration.

Items E. This is the standing agenda item to review and approve monthly utility billing adjustments. The adjustments for August, September, and October are included in the packet.

See you Monday at **1:00 PM !**

Minutes of the Public Safety Committee Meeting – September 30, 2019

Members Present: Phil Wedekind and Tom Kolb, and Mike Plautz. **Others Present:** Tom Pinion, Administrator Geick, Mayor Palm, Police Chief Mark Schauf, Fire Chief Kevin Stieve, Attorney Emily Truman, Wade Peterson, Tony Gilman, Peter Vedro, Brandon Beard, Brad Allen, and Kris Jackson.

Call to Order - Committee Chairman Phil Wedekind called the meeting to order at 1:00 P.M. at Baraboo City Service Center. Compliance with the Open Meeting Law was noted. Wedekind requested that Item h, the request of Brandon Beard be moved to the beginning of the agenda. It was moved by Kolb, seconded by Plautz to approve the agenda with the requested change. Motion carried unanimously. It was moved by Plautz, seconded by Kolb to approve the minutes of the August 23, 2019 meeting. Motion carried unanimously.

New Business

- a. Review property owner's proposal to improve drainage from his property at 611 5th Street – Brandon Beard addressed the Committee saying that he is trying to get more of the water out of his yard and he cannot get answers from Tom Pinion and would like to get something done by fall. He said that he could not lower his yard to match the City sidewalk. He said that he was denied having crushed asphalt being put in his driveway. He said he was trying to figure out why. He said that the ordinance does not state that it cannot be done; he feels that the ordinance states that it can be done. He said that the ordinance states that paved asphalt, concrete, or some other track-free, dust-free material. He said that crushed asphalt is track-free, dust-free material. Beard presented a sample of crushed asphalt to the Committee saying that this was in fact dust-free. He said he is trying to use a recycled product that goes along with the ordinance, but someone is telling him he cannot use it. Kolb said that Beard called him and he told him that he was unsure how this met City standards. He said he did not know whether it was impervious or acceptable. He explained that since the last meeting, Pinion took him to Beard's property to look at it. Pinion said at the July meeting Beard attended and wanted to City to participate in helping solve his drainage problem, something that the City does not ordinarily do on private property. He said at the Committee's direction and in an effort to try to solve that we agreed to lower the sidewalk, as long as it would provide improved drainage. He said that he spent a fair amount of time there surveying to try to determine whether the \$1,200 that the City was thinking about spending would in fact solve the problem. Pinion gave a detailed presentation saying that is a total of 150 feet from street to alley. He said that drainage could be provided through here, but only if Beard's driveway is re-graded. He presented the Committee with two different proposals to regrade the driveway in an effort to improvement drainage as much as they could on private property and still shed the water the way Beard hoped it would. He said he met with Beard on September 19 and that point it seemed apparent that they were at an impasse. Beard was asking him to make sure the sidewalk was lowered and Pinion told him that it would not be lowered until he sent him a detailed description of what his was proposing to do to help solve the problem along with a schedule. Beard had asked Pinion if he could put the driveway in something other than a paved surface but he was told no because the ordinance requires a paved surface, which is either concrete, or asphalt. He then asked about crushed asphalt and he was told that this nothing other than a paved surface has been allowed in the prior 9 years. Pinion explained that the driveway ordinance is pretty clear – it requires a paved surface unless some other material is approved by the City Engineer and that he is not about to approve anything other than what has been approved in the past and set a new precedent. He said that if any property owner is unsatisfied with that City Engineer's determination there is an appeal process in that ordinance. He said that ordinance states that the appeal needs to be presented to the PSC within 10 days of the time that the decision was made. Today is day 11 and nothing was received formally in writing. Pinion said that Beard did put together something for the Mayor in an e-mail; however, he was not specific about making an appeal, so he is not sure if Beard has grounds to request any material other than a paved surface. Pinion said the water drains to the low spot in Beard's yard, so the yard could be raised by hauling in dirt and landscape to get it out toward the driveway; however, the driveway has to be regarded in order to get it to the lowered sidewalk. He said that there is no question that the driveway needs to be re-graded, which causes the need for a paved surface on that portion of it. Pinion said that he suggested that if the City were going to invest \$1,200 to lower the driveway, drain tile would be required to solve the problem in combination with the re-grading of the driveway. He said that when he met with Beard on the 19th and said if the off-site water in really the issue, then there is a way to solve that without messing with the driveway or the sidewalk. It could be solved with the addition of a very subtle berm along the alley where the ground is lower than the alley where Beard alleges that it flows onto his property. Beard then read the appeals process from the Ordinance to the Council saying that anyone wanting to appeal had to do so within 10 days to the Council. Beard then explained to the Committee what his existing driveway was and said that if he cannot put the crushed asphalt in then he would still like to get the sidewalk lowered so that he can get the water out because it comes and puddles in the middle of his yard. He said he can adjust the grass line in between that, next to it; however to meet up to the sidewalk. He said it is not the problem of if he has to do this or not, he still needs to get the water out so he will adjust his yard to get it out if needed. He said he wanted to get this done before winter to avoid mud in his yard. Plautz asked Pinion why the crushed asphalt was not allowed and he answered that it is not a paved surface. Beard asked why. Pinion said the ordinance reads, under workmanship, all driveway entrances, approaches, parking areas should be paved.

Entrances and approach paving shall be in accordance with requirements for sidewalk construction, which means concrete. Parking areas shall be paved with concrete, asphalt, (not crushed asphalt), or some other dust-free, track-free surface, approved in advance by the City Engineer. He said this requirement shall apply to new driveway construction, and driveways substantially removed and replaced after August 2009. Plautz asked Truman whether Beard could appeal this matter to the Committee. Truman stated that she is a little behind with this issue and has not read the Mayor's email, so procedurally she cannot say where the City is at with this. Kolb asked Beard if the e-mail to the Mayor was an appeal, and he answered kind of. The Mayor stated that he received the e-mail 24 hours out of a 3-1/2 hour surgery, and was not in any position to make any type of decisions. Pinion read the beginning of Section 8.09 Driveways, to put everything in context. An appeal to the Council can only be made if a Driveway Permit, which is only required for new driveways, is denied. Pinion explained that a driveway permit is not needed to rebuild a driveway. He said that it is confusing and he does not think that anyone can appeal the decision of the City Engineer or Public Safety Committee whether or not a certain material is acceptable. Kolb asked if the City is going to go along with the decision that we lower the sidewalk then Beard has to comply with the statutes. Pinion said that if he is just going to re-grade his yard and do nothing to the driveway, water is not going to get out of his yard. Pinion said that he has to re-grade the driveway to get it out of the yard, and that is a substantial alteration and what requires a paved surface, which is why Beard does not want to do it. Pinion said that it is expensive and he understands that. He said lowering the sidewalk, and only the sidewalk, does nothing to improve drainage. Beard said that if he does not adjust his driveway but adjusts his yard to meet up to it, how is that not a problem. He said he isn't even talking about the black top at this point, he is just trying to get the water out of his yard; he doesn't want to install a drain tile because he can't put gravel in his driveway which is required for drain tile to work as Pinion described since it is obviously going to freeze up. He said there is not enough angle to get a drain tile to flow decently in the wintertime and he will be back in at the same point as now. He said that there are eight properties that flood his yard from all three sides. Kolb said that Pinion said a berm could be built, Beard said that would block the other side of the alley, and only get a portion of the water. Beard said that the sidewalk was approved to be dropped; he is just trying to get it dropped so he can get his side of it done to meet up to it. Wedekind said it would require blacktop. Beard said if that is what he is made to do; however, he does not see why he cannot just adjust his yard. He said is driveway is two concrete strips. Pinion said that the City would be lowering the sidewalk 9 inches, so if that is the concrete tire tracks Beard is talking about he will not get over it, so something has to be done. Kolb asked Pinion about drain tile, Pinion said it isn't fool-proof; however, it is going to work 90-95% of the time, there is 2-1/2 feet of bury, frost will go down 4-feet in a road, but typically does not go down 4-feet in a yard. Beard said that the grass in between him could funnel it out 8 inches. Pinion said that when he met with Beard to discuss the situation, he did not say he intended to re-grade his. Pinion said that he asked Beard to follow up the meeting in an email and tell him what he was going to do and when. Pinion said that without and detailed description and a schedule of who is doing it and when, he was reluctant to lower the sidewalk. Beard said he would be doing the work personally but is waiting for the sidewalk to be lowered before he can start. Beard asked if he could at least get the sidewalk dropped as approved before. He said there were no conditions attached to the prior approval but now Pinion is coming up with more things for it. Wedekind feels a detailed description of what is being done is needed. Pinion said that maybe an agreement is needed so it is clear what each party is responsible is. Wedekind stated if Beard gets a detailed agreement to the City Engineer, and he approves it, the issue should not have to come before the Committee again. Beard asked about the blacktop. Gilman said that a granular material, like crushed asphalt, is not track-free and it still contains oil. Beard said the City might want to change their ruling on this; everyone is going to recycled materials. Truman suggested to make a motion to allow the City Engineer to enter into negotiations with Beard, and if the City Engineer is comfortable with it and gives approval. If the Engineer and Beard does not agree then we are back to where it is now, but Beard will have to follow the appeals process. It was moved by Kolb, seconded by Plautz to allow the City Engineer to enter into an agreement with Brandon Beard. Motion carried unanimously.

- b. Declare existing tin building at 314 Depot Street to be Surplus Property and authorize its sale via an online auction – Gilman presented the background to the Committee. It was moved by Kolb, seconded by Plautz to declare the building at 314 Depot Street Surplus Property and authorize its sale via on online auction. Motion carried unanimously.
- c. Consideration of proposed revision to §25.10(i)(4) of the Baraboo Municipal Code pertaining to Bond Amounts for Animal at Large violations – Truman presented the background for this issue. It was moved by Kolb, seconded by Plautz to recommend the proposed revisions to §25.10(i)(4) to Council as presented. Motion carried unanimously.
- d. Consider extending Landfill Monitoring Contract with MSA through 2022 – Pinion presented the background. He said MSA has been doing this for a number of years. It was moved by Plautz, seconded by Kolb to renew the Contract with MSA through 2022. Motion carried unanimously.

- e. Review and prioritize list of prospective Street Improvement Projects for 2020/2021– Pinion said that at this time the Capital Plan shows \$750, 00 as a placeholder for the near future on an annual basis. He said if we do that through general obligation bonds, there is a hefty bond issuance cost. He said we borrow money for street improvements there is a three-year window to spend it. Pinion said that there are two impending grant opportunities for road projects. He then gave a detailed description of those grants to the Committee. Pinion said he would like the Committee to prioritize the streets they would like to see done. Canepa Street would be brand new curb and gutter and would be assessed. Pinion said that all other streets would be street reconstruction, not new streets. Kolb said his list included Mound Street, 13th Avenue, and Elizabeth Street, westerly half being the worst, and then Tuttle Street a close 2nd. Pinion felt that Draper, Elizabeth, and Madison would be good candidates for the impending grants. Pinion said that he would put the streets in a tentative list in rough order for budget and a final decision can be made at budget time.
- f. Review and prioritize list of Alley Projects for 2020 – Pinion presented the list of prospective alley candidates. He said the alley between Elizabeth & Camp that was just dedicated to the City is a one according to PASER rating. Pinion will put the prospective alleys in a tentative list for budget and a final decision can be made at that time.
- g. Review prospective Sidewalk Projects for 2020 – Pinion said new sidewalk is assessed and there is a limited amount in that account for assessable projects and that fund was all but depleted with all the new sidewalk on Lake Street and the one block on Elizabeth. He said that new sidewalk, if included with the 13th and Tuttle Street projects, would come out of that fund and the sidewalk would be done in conjunction with the roadway reconstruction. It was Kolb and Wedekind's preference to do the small infill projects. Wedekind would like to include Remington, from 2nd to 4th, for example.
- h. Discussion and possible recommendation to establish a local vehicle registration fee as an alternative revenue source to fund future street improvements – Pinion said that Council gave Staff a directive to initiate the process of creating a local vehicle registration fee as well as a streetlight utility. He said the local registration fee is for the Committee's consideration today, and next month the streetlight utility will be included with some of that background. He said it has not changed much from two or three years ago when it was updated. The potential there is approximately \$250,000 and if the City chooses to initiate it, it will not start being collected until 90 thereafter; therefore if it started January 1, we would only collect ¾ of the \$250,000. Kolb was hoping to be presented with all three proposals, vehicle registration, streetlight utility, and premier resort tax. Geick said that it would take 1 or 2 years to put the premiere resort tax together just for research and everything. Pinion said that this requires state legislation action. Plautz would have also liked to have all three proposals at once. Attorney Truman said that because a recommendation concerning the vehicle registration fee is the only item on the agenda, talking about anything beyond that, other than maybe making a motion to postpone this a month is outside of the scope that is on the agenda. Plautz presented comments from his constituents regarding wheel tax. He went on to say that, everything seems to be hitting at the same time, wheel tax, library expansion, school expansion, etc. Plautz said that more funds would be generated from a resort tax rather than a wheel tax. Wedekind feels the City is responsible for the streets, not townships, etc. Kolb feels that this is more appropriate discussion for the Council, they asked the City to come up with information about the registration fee tax, he thinks it should be discussed with the full Council, not just the three members here. Kolb moved that this be moved to City Council without a positive recommendation. Wedekind seconded the motion. Plautz asked Geick if this a clearer picture could be given on resort tax at Council. Geick said that would not give him enough time, and Truman said that this would be outside the scope of the actual motion, making a motion to recommend on anything else is contrary to that. Motion carried 2 to 1, Plautz voting no.

Informational Items

- a. Discuss revising Section 7.09(3)(f)(1) of the Traffic Code to convert the 8-hour parking stalls on the south side of 4th Avenue between Broadway and Birch Street to 2-hour stalls – Truman said that Peter Vedro was in attendance on behalf of the County and they asked that this be postponed one month because they would like to participate in the discussion. It was the consensus to postpone for one month.
- b. Discussion of the creation of an ordinance prohibiting fishing from bridges within the City limits – Kolb said that if the City was looking at making the river a recreational area, would it be dangerous to be throwing hooks and such over the bridge. Schauf said based on the question asked the first question is safety versus pedestrian standing on the side of roadway. If there were a sidewalk that a person could be standing on, that would preclude any of the other safety issues, there is not a sidewalk on one portion of the bridge on Manchester, which could be a safety issue. The second portion of that is fishing hooks over the bridge with recreational. He said previously the City of Wisconsin Dells had an issue with their backwaters where all their City boat docks are, and the problem was that the fishing line was getting wrapped around propellers and

causing damage to the boats. He reached out to the DNR to see if there were any other places having problem, but he has not heard back from them. It was the consensus to postpone this discussion until more data is obtained.

- c. Discuss the need for Public Safety Committee's review of Special Event Permits for recurring annual events that contain no changes from the prior year's event – Truman said that the City updated their Special Ordinance about one year ago; however, one thing that did not change in the ordinance was the need for road closures to come to Public Safety for approval, however, there was some confusion about whether or not if it was an identical event from the years past, literally no other changes whether or not the Committee would want to review it and give approval, or whether the Committee would want it to be handled at the staff level. Wedekind and Plautz said that they would want to review them. Pinion asked if they wanted to review all of them, he said that the two Fair On The Square events have not been to the Committee in the nine years that he has been here. He said he feels that the questions came from Foo Fest and that this year was the third consecutive year for that event and the application did not make any change from last year's application. It was the consensus if there are no changes from previous years' events, staff could approve the applications administratively.

Reports

- a. Utility Superintendent's Report – Peterson said number one goal is to wrap up the budget. Both water and sewer budget have some large expenditures. He said there would be no water increase. He said he is working to put something together on the sewer side, an increase will be seen. It was stated that the budgeted will be presented at Council the 2nd meeting in October, and it will go to Public Hearing the last meeting in November.
- b. Street Superintendent's Report – Gilman said the department is winding down on storm sewers and other repairs. He said all alleys are completed; 4th Street parking lot was paved last week. He said that the department is in the 60-70% complete on catch basins; however, he has not tallied them up yet.
- c. Police Chief's Report – Schauf said his department is also working on budget. He said the Department had an incident over the weekend involving a gun, unfortunately he feels that is the kind of stuff that will be seen coming into the future.
- d. Fire Chief's Report – Stieve said the hiring process, they had seven applicants, six of them completed the physical ability test and all passed; four passed interview process, one being hired now. He said one applicant is still being considered, she is on a neighboring department, and another applicant is on hold as she completes other things in life. He said the Department did a helicopter rescue, along with Wisconsin National Guard at Devil's Lake over the weekend. He said last evening they received a call for a structure fire on Grove Street, this being the first use of Auto Aid with Delton, and the process worked great. Stieve gave accommodation to Brad Allen of the Baraboo News for the story he did on recruitment. He said that there are five student in the High School Academy. Stieve said that he is working on budget and looking at possibly renting out part of the 135 4th Street building. He said that he is working with Public Works Department working in the basement of the 4th Street building.

AJOURNMENT – It was moved by Kolb, seconded by Plautz to adjourn at 2:31 p.m. Motion carried.

Respectfully submitted,

Phil Wedekind, Chairman

Memo City Administrator



To: Public Safety Committee
From: Ed Geick
Subject: Downtown Parking Proposal to Sauk County
Date: October 11, 2019
CC: Mayor, Chief Schauf, Tom Pinion

Part of this report was first written on March 29th in answer to questions from Alderman Scott Sloan in reference to discussions at the Sauk County Ad Hoc Parking Committee. I had input on these questions from City Engineer Tom Pinion and Police Chief Mark Schauf. In a meeting with County Coordinator Alene Bolin two weeks ago I was asked to lay out a bulleted proposal for a potential agreement with Sauk County to improve the parking situation downtown.

I would like the Public Safety Committee to consider the following concepts in a potential agreement with Sauk County that would help improve the parking situation around the West Square Building (WSB). This discussion with Sauk Co. started with the County's original proposal to purchase the City property in the WSB parking lot so they would have the ability to control the property.

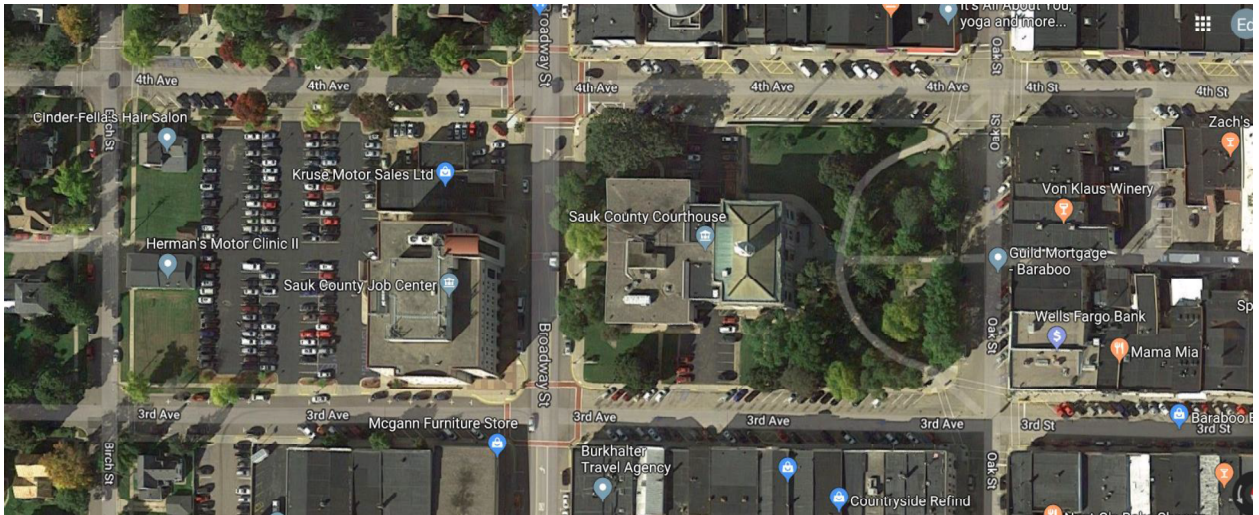
- A. I would propose the City not sell the land to the County but to trade the property to the County as part of an agreement for the County to spend funds on creating more parking on their own block.
- B. Specifically, for the County to purchase the property at 233 4th Ave. at Birch St., the southeast corner, (approximately 22 spaces) for an addition to the existing County parking lot and the City would give its property to the County as part of an overall agreement. See the maps below.
- C. The County discussed the purchase of the Kruse Motors property and cleaning up that corner for additional parking. That would be a long term project that may or may not include participation from the City. It may also require relocation of Kruse Motors.
- D. Allow the County to move additional County vehicles to the 5th Ave. City lot. The number of vehicles would be determined in negotiations. The transfer of more County vehicles, in addition to the spaces they currently occupy, to the 5th Ave lot should be seen as a temporary measure and not a permanent one since it is just a movement of a vehicle group from one location to another and does not resolve the larger problem.
- E. The key points are to be able to put the County in a position to control parking regulations in their WSB lot and we would hope the County would give strong consideration to adding parking area to that lot.
- F. The City will be revising its parking north of Library in conjunction with the Library expansion project over the next three years. This will create more parking in a new design.

Background Information

1. The County has 12 vehicles in the West Square Lot that they would like to move to another parking lot if the City had the space they could lease for them.

Answer: The 5th Ave lot is one that City and County already have an agreement for joint use. The County's agreement allow them to park in the 9 spaces on the east side of the parking lot. There are approximately 40 other spaces in that lot and as you can see from the photo below, about 1/3 of those are regularly used.

2. The County would like to purchase land the City owns in the West Square Building Parking lot. The two pictures below will give you a better perspective on this property in relationship to the whole parking lot.



Answer: I reviewed the original agreement made between the City and County for joint use of the City's property in the West Square Building lot there did not appear to be any restriction on the use of that property nor any restrictions on its sale. The City basically owns the center portion of the WSB parking lot. The City could sell, give or trade that property with the County. The City's land is marked by the blue boundary line.



3. One other question that came up was the availability of the Ringling Mansion parking spaces during the day. Do we have permission to use that now? If so, will that change if they open the brewery/restaurant?

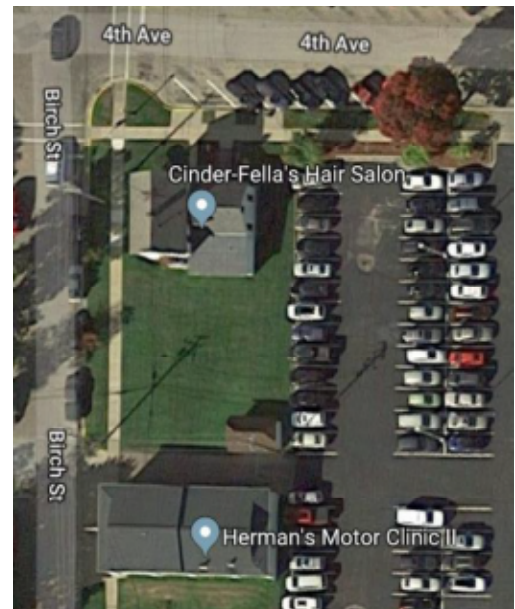
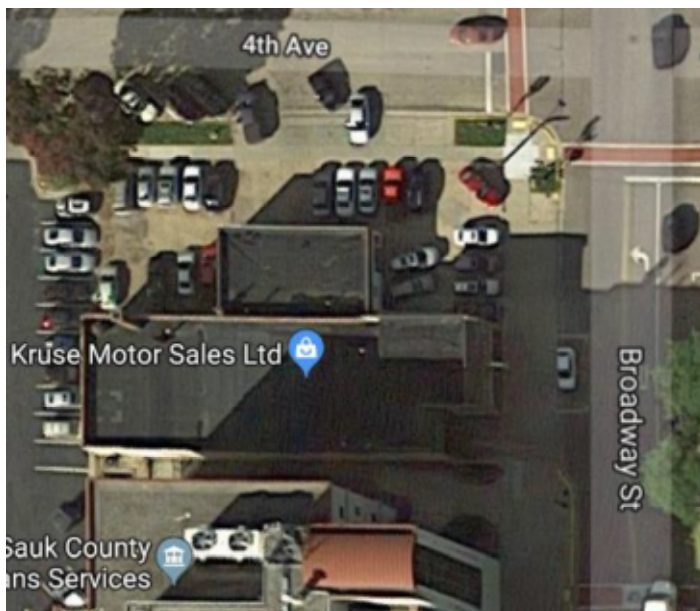
Answer: There is not currently an agreement between the City and the Mansion for use of their parking lot. The City and the Ringling Mansion have had meetings on the idea but until recently, there were too many unknowns regarding the Library building plans and the Mansion's building plans. The Mansion is finalizing their plans for converting to a brewery and restaurant. The owners of the Mansion have indicated they are open to a cooperative agreement once plans for both parties are more settled.

4. Cindy Kruse property at 233 4th Ave.

The Cindy Kruse property at 233 4th Ave is .14 acres or about half the size of the Kruse property. The assessed value of this property is \$110,800. This (Birch St. at 4th Ave.) property is adjacent to the WSB parking lot. This property is about half the size of the Kruse Auto property. Depending on how the is designed you can add at least 11 additional parking spaces to the WSB lot, maybe more.

5. Kruse Auto Sales Lot

The Kruse Motor Sales lot is approximately .28 acres of land on the corner of 4th Ave @ Broadway St. This is about the same area of land that two rows of parking takes up in the middle of the 5th Ave parking lot, approximately 22 parking spaces. The Kruse property has an assessed value of approximately \$273,000.



**WATER METER READING AGREEMENT BETWEEN
THE CITY OF BARABOO AND
THE VILLAGE OF WEST BARABOO**

THIS WATER METER READING AGREEMENT is entered into by and between the City of Baraboo and the Village of West Baraboo, both municipal corporations located in Sauk County, Wisconsin.

WHEREAS, the City owns and operates a water utility which uses Advanced Metering Infrastructure (AMI); and

WHEREAS, the Village currently manually reads the water meters, but has now determined to install radios to remotely read water meters; and

WHEREAS, the Village has requested that the City provide the Village AMI hardware and connect ability to software;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the Parties agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 **"Agreement"** means this Water Meter Reading Hardware Agreement between the City of Baraboo and the Village of West Baraboo.

1.2 **"AMI"** means Advanced Metering Infrastructure.

1.3 **"City"** means the City of Baraboo, Sauk County, Wisconsin, with a principal address of City Hall, 101 South Blvd, Baraboo, WI 53913.

1.4 **"City's Water System"** means the potable water system owned and operated by the City.

1.5 **"Effective Date"** means the date determined by Section 7.1 of this Agreement.

1.6 **"Party"** means the City or Village. **"Parties"** means both the City and Village.

1.7 **"RNI"** Sensus Regional Network Interface software

1.8 **"SA"** Sensus Analytics Software

1.9 **"Service"** means the City providing to the Village the ability to communicate/transmit water meter data to the City's TGB and to provide to the Village the ability to access/use the Sensus RNI and SA cloud based software.

1.10 **“TGB”** means Tower Gateway base station

1.11 **“Village”** means the Village of West Baraboo, Sauk County, Wisconsin, with a principal address of 500 Cedar Street, Baraboo, WI 53913.

1.12 **"Village's Water System"** means the potable water system owned and operated by the Village.

ARTICLE 2

WATER METER READING SERVICE

2.1 **Agreement to Provide Water Meter Reading.** The City agrees to provide to the Village the ability to communicate/transmit water meter data to the City's TGB and to provide to the Village the ability to access/use the Sensus RNI and SA cloud based software. To accomplish this, the Village will purchase and use their own radios that will communicate with the City's TGB, and in exchange, the City will grant the Village access to the resulting cloud based data.

ARTICLE 3

COMPENSATION FOR WATER METER READING SERVICE

3.1 **User Fees.** In exchange for the City providing the Service to the Village, the Village agrees to pay the City as follows: Year 1 cost will be \$8,000 and consecutive years will have a 3% increase. User Fees shall be due in full to the City on an annual basis beginning on the Commencement Date, as defined in Section 5.1.

<u>Due Date</u>	<u>Amount Due</u>
January 1, 2020:	\$8,000
January 1, 2021:	\$8,240
January 1, 2022:	\$8,487
January 1, 2023:	\$8,742
January 1, 2023:	\$9,004

3.2 **Clerical Support.** At any time that the Village may need the City staff for assistance regarding the Service, the City will charge the Village for staff time and benefit costs; however, this will not include occasional and brief requests for assistance, such as a request to reset a login password.

3.3 **Equipment Replacement Cost.** In the event the TGB and associated equipment are replaced during the term of this Agreement, the Village shall be responsible for payment to the City of the Village's portion of that expense. The Village's portion will be calculated by the number of Village water meters divided by the total number of City and Village water meters. The City will give the Village at minimum 90-calendar days advance notice of the amount of the Village's portion of the expense.

Example: If the City has 4,700 meters and the Village has 850 meters, the Village's portion of the equipment replacement cost shall be 18.09 percent ($850/4700 = 18.09\%$).

3.4 Payment Due Date and Late Payments. All payments, including User Fees, shall have a 30-calendar day payment grace period. Payments made after the grace period shall accrue a penalty of 1% per month or fraction of month.

ARTICLE 4 **HOLD HARMLESS**

4.1 Claims from Third Parties. The Village shall defend, indemnify and hold harmless the City against and from any costs, including attorneys and expert fees, arising out of claims of any third party, including without limitation claims made by any direct or indirect customer of the Village, arising out of or relating to the City's agreement to provide water meter reading hardware to the Village; provided, however, that the Village shall not be responsible for any costs arising out of the intentional or willful misconduct of the City, its employees or its contractors.

4.2 Claims from Village. The Village shall release, waive and hold harmless the City from any claims or costs, including attorneys and expert fees, arising out of or relating to limitations on the service provided by the City to the Village under this Agreement.

ARTICLE 5 **TERM**

5.1 Term. This Agreement shall become effective upon the date of execution of this Agreement by both the City and the Village ("Effective Date"), and the Service shall begin being provided on January 1, 2020 ("Commencement Date"). The Agreement shall automatically expire five years from the Commencement Date, on December 31, 2023.

5.2 Termination.

5.2.1 This Agreement may be terminated by either Party at any time and without cause by the terminating party providing advance written notice of termination to the non-terminating party no less than 120 calendar days prior to the termination date.

5.2.2 The Village may terminate this Agreement in its discretion at any time should there be a disruption in the Service or usability of the Service that materially affects the Village's ability to use the Service by the Village by providing advance written notice to the City no less than 30 calendar days prior to termination.

5.2.3 Any outstanding money owed by the Village to the City on the termination date shall be immediately due in full.

ARTICLE 6

MISCELLANEOUS

6.1 **Modification of this Agreement.** This Agreement may be modified only by the written agreement of the Parties.

6.2 **Non-Assignability.** No Party shall assign or transfer this Agreement or any rights or interests herein without the written consent of the other Party.

6.3 **Severability.** Should any part, term, or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby.

6.4 **Force Majeure.** In no event shall the City be responsible or liable in any way to the Village including, but not limited to, any failure or delay in the performance of the City's obligations hereunder, which arise out of or are caused by, directly or indirectly, forces beyond the City's control including, without limitation, acts of God, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems.

6.5 **Notice.** All notices required by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer of the person entitled to such notice, if hand delivered, or (ii) three business days following deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, , and each such communication or notice shall be addressed as follows:

If to City: City Administrator
City of Baraboo
101 South Blvd.
Baraboo, WI 53913-2184

If to Village: Village President
Village of West Baraboo
500 Cedar Street
West Baraboo, WI 53913

6.5 **Governing Law.** This Agreement and the rights of the Parties hereunder shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. All actions involving breach of this Agreement shall be venued in Sauk County, Wisconsin.

6.6 **References to Laws.** Unless otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations shall include such laws, ordinances, rules, or regulations as they may be amended or modified from time to time hereafter.

IN WITNESS WHEREOF, the Parties hereto have by their duly authorized officers and representatives set their hands and affixed their seals on the date set forth below their name.

CITY OF BARABOO

Mayor Mike Palm

Date

Brenda Zeman, City Clerk

Date

VILLAGE OF WEST BARABOO

df

Village President David Dahlke

Date

Kaitlin Nye, Village Clerk-Treasurer

Date

Baraboo Fire Department

Apparatus Replacement Summary

Apparatus	Model Year	2019	2022	2023	2024	2025	2026	2028	2031	2034	2038	2042	Age at Replacement	Apparatus ID
Ford/Marion Rescue Truck	1994	\$386,546											25	S-2
Ford U.S. Tanker Tender	1995		\$434,812										27	T-8
Chevrolet Tahoe - Chief's Car	2014				\$59,939								10	C-1
Freighliner/U.S. Tanker Tender	1999					\$304,972							26	T-9
Ford Crown Victoria - Command Car	2016						\$58,555						10	C-2
Pierce Enforcer Engine	2002							\$774,090					26	E-2
Pierce Aerial Platform	2010								\$2,042,967				21	L-1
Ford Brush Truck	2011									\$168,819			23	B-5
Pierce Engine PUC	2013									\$	1,611,394.00		25	E-1
Pierce Engine	2017											\$1,586,237	25	E-3
Ford F-250 Pickup Support Vehicle	2019									\$90,047			15	S-4

Squad 2

On hold for replacement

Car 3 acquired from Police - Estimated replacement price based on Support 4 values - City only Purchase right now

Report Criteria:

Selected types: Billing Adjustment

Billing Adjustment

08/01/2019

Name	Customer Number	Type	Description	Amount	Service
BARABOO BURGERS INC	51-032000-00	Billing Adjustment	REMOVE PENALTY-APPLIED TO WRONG #	-13.47	Multiple
MIROSLAW, JOHN	86-033100-00	Billing Adjustment	REMOVE PENALTY, FINAL READOUT	-1.74	Multiple
PRAIRIE HILL HOMES LLC	91-022000-08	Billing Adjustment	REMOVE PENALTY, FINAL READOUT	-.25	SE PEN - 92
SMITH, JULIE	92-090500-00	Billing Adjustment	PSN MISAPPLIED TO WRONG #/REMOVE PN	-2.60	Multiple
Total 08/01/2019:				-18.06	

08/08/2019

Name	Customer Number	Type	Description	Amount	Service
LIESENER, KEN	94-031000-00	Billing Adjustment	REMOVE PN-APPLIED TO WRONG #	-3.47	Multiple
Total 08/08/2019:				-3.47	

08/28/2019

Name	Customer Number	Type	Description	Amount	Service
CASTLE, EARL	78-031000-00	Billing Adjustment	REPAIRED LEAKING TOILET	-17.05	Multiple
MONTEZ, VINNIE	73-048000-00	Billing Adjustment	REPAIRED LEAKING TOILET	-10.77	Multiple
Total 08/28/2019:				-27.82	
Total Billing Adjustment:				-49.35	
Grand Totals:				-49.35	

Report Criteria:

Selected types: Billing Adjustment

Report Criteria:

Selected types: Billing Adjustment

Billing Adjustment

09/16/2019

Name	Customer Number	Type	Description	Amount	Service
KRUEGER, BETTY	55-090000-00	Billing Adjustment	REPLACED TOILET	-32.29	Multiple
Total 09/16/2019:				-32.29	

09/25/2019

Name	Customer Number	Type	Description	Amount	Service
CASTLE, EARL	78-031000-00	Billing Adjustment	REPAIRED TOILET ON 7/27/19	-11.11	Multiple
CITY OF BARABOO - CITY SERVICES C	64-094000-00	Billing Adjustment	WA CREDIT BULK FILL 3RD QTR 13,900 @ .140	-19.46	WATER - 10
CITY OF BARABOO - CITY SERVICES C	64-094000-00	Billing Adjustment	SE CREDIT BULK FILL 3RD QTR 13,900 @ .402	-55.88	SEWER - 30
MONTEZ, VINNIE	73-048000-00	Billing Adjustment	REPAIRED TOILET	-11.75	Multiple
PLAUTZ, MICHAEL	91-027000-00	Billing Adjustment	REPAIRED LEAK	-.59	WATER - 10
Total 09/25/2019:				-98.79	
Total Billing Adjustment:				-131.08	
Grand Totals:				-131.08	

Report Criteria:

Selected types: Billing Adjustment

Report Criteria:

Selected types: Billing Adjustment

Billing Adjustment

10/17/2019

Name	Customer Number	Type	Description	Amount	Service
MERGEN, RICK	67-088000-02	Billing Adjustment	REPAIRED WATER HEATER	-13.27	WATER - 10
SAINSBURY, MICHAEL	58-016000-01	Billing Adjustment	DOUBLE BILLED ON ST	-24.62	ST WATER -
Total 10/17/2019:				-37.89	

10/23/2019

Name	Customer Number	Type	Description	Amount	Service
WIATROK, RONALD	63-052000-00	Billing Adjustment	FINAL R/O-REMOVE PN	-2.88	Multiple
Total 10/23/2019:				-2.88	
Total Billing Adjustment:				-40.77	
Grand Totals:				-40.77	

Report Criteria:

Selected types: Billing Adjustment



City of Baraboo
Department of Public Works
Activity Report
October 2019



TASK	DESCRIPTION	DATE
Curbside Trash Service	We provide curbside trash pickup to the residents weekly.	Daily
Curbside Recycling Service	We provide curbside recycling pickup to the residents every other week.	Bi-weekly
Signs and Lights	We perform maintenance and repairs on signage, traffic lights, and street lighting as needed. We also provide signage and detours on work performed in house.	Daily
Vehicle Repair and Maint.	We perform repairs and routine maintenance on our equipment and assist other departments as needed.	Daily
Brush Clean-up	We collect brush that residents place curbside or in alleyways. Monthly brush pickup is the last full week of each month.	20,21,22,23
Facility or Equipment Cleaning	We clean our equipment and facility as time permits.	10,11,21
Hot Mix/ Patching	We patch streets, alleyways, and parking lots as needed and when weather permits.	15,17,18,24,25
Compost Site/ Materials Storage Yard Clean-Up	We are in the process of cleaning up and organizing our compost site and material storage yard.	1,2,3,4,17,18, 21,22,23
Street Sweeping	We sweep regularly to maintain an orderly appearance and prevent debris from entering the storm sewer system. (2 sweepers during the month of October due to leaf pickup)	1,2,3,4,7,8,9,10,11, 14,15,16,17,18,21, 22,23,24,25
Crackseal Streets	We rout and crackseal streets to prevent the cracks from enlarging. We also seal curblines on streets that are exposed to larger amounts of de-icer during the winter season. (Everything that was routed has been sealed)	8,9,10,11,14,15,16, 17,18
314 Depot Street	We removed the former Jim's Truck Repair as part of our campus improvement plan.	1,2
Leaf Pick-up	We vacuum leaves that residents place curbside for clean-up.	14,15,16,21,22,23
Paint 4th Street Lot/ Paint Broadway Crosswalks	We painted the lot after it was paved and the crosswalks on Broadway after it was paved.	4,10
CPR Training	Select crew were required to participate in CPR Training at the CSC.	4
2nd and Remington intersection	We prepped the 2nd and Remington intersection for new asphalt.	7
Audiogram Testing	All staff were required to perform annual audiogram testing.	7
City Hall	We assist with City Hall cleaning in Cale's absence.	10,11
CVMIC Training	We assigned four employees to participate in Traffic and Workzone Safety Training provided by CVMIC.	23
Fire Department	We assisted the Fire Department with concrete and sidewalk repairs.	1,2,3
Storm Sewer Repair	We repair or maintain storm sewer manholes and catch basins as needed and weather allows.	8,9,10,16,17,18
Water Utility/ Wastewater Treatment Plant	We assist the Water Utility and Wastewater Treatment Plant with various tasks when needed.	3,16,17,18,24,25
Parks/ Forestry	We assisted the Parks Department with projects at the Zoo and the Forester with routine tree trimming.	7,8,9,21,22,23,24